

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SHENZHEN LI YING ELECTRONIC)	
TECHNOLOGY CO., LTD.,)	
)	
Plaintiff,)	Case No. 23-cv-0244
)	
v.)	
)	Judge John Robert Blakey
THE PARTNERSHIPS AND)	
UNINCORPORATED ASSOCIATIONS)	
IDENTIFIED ON SCHEDULE A,)	
)	
Defendants.)	

DEFAULT FINAL JUDGMENT ORDER

Plaintiff Shenzhen Li Ying Electronic Technology Co., Ltd.’s (“Plaintiff” or “Shenzhen Li Ying”) filed a Motion for Entry of Entry of Default Judgment Against Certain Defendants Identified in First Amended Schedule A attached hereto (collectively, “Defaulting Defendants”). The Defaulting Defendants have been served more than 21 days prior, have not yet been dismissed from this action, and have not filed an answer or other pleading in this matter through counsel or otherwise. After reviewing the Motion and the accompanying record, this Court GRANTS Shenzhen Li Ying’s Motion as follows.

This Court having entered a preliminary injunction; Shenzhen Li Ying having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of

the action and affording them the opportunity to answer and present their objections;
and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Shenzhen Li Ying has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of Shenzhen Li Ying's federally registered trademarks, which are protected by U.S. Trademark Registration Nos. 5,712,352, 5,712,353 and 5,712,354 (the "T6 Trademarks") to residents of Illinois. In this case, Shenzhen Li Ying has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the T6 Trademarks. *See* [11]–[17] (screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing, and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the T6 Trademarks).

This Court further finds that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114) and false designation of origin (15 U.S.C. § 1125(a)). Accordingly, this Court GRANTS Shenzhen Li Ying's Motion for Entry of Default and Default Judgment as follows, finds Defaulting Defendants in default, and enters this Default Final Judgment against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the T6 Trademarks or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Shenzhen Li Ying product or not authorized by Shenzhen Li Ying to be sold in connection with the T6 Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Shenzhen Li Ying product or any other product produced by Shenzhen Li Ying, that is not Shenzhen Li Ying's or not produced under the authorization, control, or supervision of Shenzhen Li Ying and approved by Shenzhen Li Ying for sale under the T6 Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization,

control, or supervision of Shenzhen Li Ying, or are sponsored by, approved by, or otherwise connected with Shenzhen Li Ying; and

- d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Shenzhen Li Ying, nor authorized by Shenzhen Li Ying to be sold or offered for sale, and which bear any of Shenzhen Li Ying's trademarks, including the T6 Trademarks, or any reproductions, counterfeit copies or colorable imitations.
2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as PayPal, Inc. ("PayPal"), SIA Joom ("JOOM"), and Amazon Payments, Inc. ("Amazon"), shall within seven (7) calendar days of receipt of this Order cease:
 - a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the T6 Trademarks; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product

bearing the T6 Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine Shenzhen Li Ying product or not authorized by Shenzhen Li Ying to be sold in connection with the T6 Trademarks.

3. Upon Shenzhen Li Ying's request, those with notice of this Order, including the Third-Party Providers as defined in Paragraph 4, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the T6 Trademarks.
4. Pursuant to 15 U.S.C. § 1117(c)(2), Shenzhen Li Ying is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred fifty thousand dollars (\$150,000) for willful use of counterfeit T6 Trademarks on products sold through at least the Defendant Internet Stores.
5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, JOOM, and Amazon, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants' assets.
6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants' financial accounts, in-

cluding monies held by Third Party Providers such as PayPal, JOOM, and Amazon, are hereby released to Shenzhen Li Ying as partial payment of the above-identified damages, and Third Party Providers, including PayPal, JOOM, and Amazon, are ordered to release to Shenzhen Li Ying the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.


7. Until Shenzhen Li Ying has recovered full payment of monies owed to it by any Defaulting Defendant, Shenzhen Li Ying shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that Shenzhen Li Ying identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Shenzhen Li Ying may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of Senyu Wu and any e-mail addresses provided for Defaulting Defendants by third parties.
8. All defendants listed on the Schedule A to the Complaint that have not been previously dismissed from the case and are not listed on the First Amended Schedule A are dismissed without prejudice.
10. The ten thousand dollar (\$10,000) surety bond posted by Shenzhen Li Ying is hereby released to Shenzhen Li Ying's counsel, The Law Offices of Konrad Sherinian, LLC, 1755 Park Street, Suite 200, Naperville, 60563, and the Court

directs the Clerk to return the surety bond previously deposited with the Clerk
of Court to counsel at this address.

This is a Default Final Judgment.

Date: May 11, 2023

ENTERED:



John Robert Blakey
United States District Judge

**Shenzhen Li Ying Electronic Technology Co., Ltd. v. THE PARTNERSHIPS and
UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE "A"**

First Amended Schedule A

Defendant Online Marketplaces

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52	https://www.ebay.com/str/endeavour2020	endeavour2020
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58	https://www.ebay.com/str/supermall11	supermall11
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89	https://www.ebay.com/str/konicoo21	konicoo21
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102	https://www.ebay.com/usr/naofa-5780	naofa-5780
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Infringing Listings		
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58	https://www.ebay.com/itm/234788321382	supermall11
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86	https://www.ebay.com/itm/223826755056	custom-sign
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88	https://www.ebay.com/itm/314097444519	HBMSHOP
89	https://www.ebay.com/itm/374390784275	konicoo21
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